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Doc#: 1726208208 Fee: \$64.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 09/19/2017 12:59 PM Pg: 1 of 9

PREPARED BY AND AFTER
RECORDING

RETURN TO:

Aronberg Goldgehn Davis & Garmisa
330 North Wabash Avenue
Suite 1700
Chicago, IL 60611
(re: 10540 S. Western Ave.)
PIN: 24-13-224-044-0000

GIT Subordination, Non-Disturbance and Attornment Agreement

THIS SUBORDINATION, NONDISTURBANCE, AND ATTORNMENT AGREEMENT (the "Agreement") is made effective August 30th 2017, by and among Evergreen Bank Group whose business address is 1 Grant Square, Suite 100, Hinsdale, IL 60521, and its successors and assigns, ("Mortgagee"), Beverly Professional Building, LLC, whose address is 10540 South Western Ave., Chicago, IL 60643 ("Owner") and LD Acquisition Company 10 LLC, whose address is c/o Landmark Dividend LLC, P.O. Box 3429, 2141 Rosecrans Avenue, Suite 2100, El Segundo, CA 90245 ("LD").

RECITALS:

WHEREAS, Owner has granted to Mortgagee a security interest upon the tract of land described in Exhibit "A" hereto (the "Property") under that certain Mortgage, dated August 30, 2017, recorded in the office of the Recorder of Deeds of Cook County, IL (referred to herein as, along with any renewal, substitution, amendment, extension or replacement thereof, the "Mortgage"); and

WHEREAS, LD is the successor in interest as granted under that certain Easement and Assignment of Lease Agreement (including any and all amendments, modifications, extensions and renewals thereof, hereinafter called the "Communication Easement") dated June 20, 2013, made by Owner, covering a part of the Property more fully described in Exhibit "B" (hereinafter called the "Easement Premises"), in which Communication Easement the Owner has assigned all right, title and interest in and to the lease set forth on Exhibit "C" hereto (the "Assigned Lease"); and

WHEREAS, LD and Mortgagee desire to confirm their understanding with respect to the Communication Easement and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Mortgagee, Owner and LD hereby agree and covenant as follows:

1. **Subordination.** The Communication Easement, and all of the terms, covenants and provisions thereof (including but not limited to purchase options and first refusal rights), is subordinate in all respects to the Mortgage, to the full extent of any and all of the Indebtedness (the term "Indebtedness" means all indebtedness of owner to Mortgagee secured by the Mortgage), all with the same force and effect as if the Mortgage had been executed, delivered and recorded prior to the execution and delivery of the Communication Easement.

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2. Attornment. LD, for itself and its successors and assigns, agrees that it will attorn to and recognize Mortgagee or any other New Owner (as defined below), and the successors and assigns of Mortgagee or any other New Owner, as the owner of the Property and "Grantor" under the Communication Easement for the term of the Communication Easement (and any extensions or renewals, if previously, at that time or thereafter exercised by LD) upon the same terms and conditions set forth in the Communication Easement, subject to the limitations on liability that are set forth in Paragraph 3 below. This attornment to be effective and self-operative without the execution of any further instruments.

3. Non-disturbance. So long as the Assigned Lease, any Replacement Leases (as hereinafter defined) and the Communication Easement are not terminated, the use, possession or enjoyment of Easement Premises and/or the Communication Easement by LD or its tenants, successors, assigns, mortgagees and secured creditors, including the collection of rents by LD, pursuant to the Assigned Lease, or from future leases or licenses of the Easement Premises ("Replacement Leases"), shall not be interfered with nor shall Easement be affected in any other manner, in any exercise of any power of sale in the Mortgage, or by foreclosure or any action proceeding instituted under or in connection with the Mortgage or other remedial proceeding (including any proceedings under the Bankruptcy Code, 11. U.S.C. §101 et seq.).

If any new owner ("New Owner") shall succeed to the interest of Owner under the Communication Easement, LD agrees as follows:

(a) Such New Owner shall not be, (i) subject to any credits, offsets, abatement, deductions, defenses, claims or counterclaims, of any nature or type, which LD might have against any prior New Owner or Owner; or (ii) bound by any covenants to undertake or complete any improvements to the Easement Premises or the Property (except as set forth in the Assigned Lease); or (iii) bound by any indemnification obligation under the Communication Easement related to or arising out of any condition of the Property existing prior to such New Owner taking ownership of the Property, including without limitation any such obligations relating to any environmental contamination or related matters..

(b) No New Owner shall be liable for: (i) any act or omission of any prior New Owner or Owner; (ii) the return of any security deposit made by LD to any prior Owner (including Owner), unless such New Owner shall have actually received such security deposit from the prior Owner; or (iii) any payment to LD of any sums or allowances, or any granting to LD of any credit, abatement or other rental concession, in the nature of a contribution towards the cost of preparing, furnishing or completing improvements at the Communication Easement, the Easement Premises, the Property or any portion thereof.

(c) LD shall look solely to the Property for the recovery of any judgment or damages from Mortgagee and neither Mortgagee, or any partner, officer, director, shareholder, member, manager, employee or agent of Mortgagee, shall have any personal liability, directly or indirectly, under or in connection with the Communication Easement, this Agreement or any amendment or amendments to either the Communication Easement or this Agreement made at any time or times heretofore or hereafter. Without limiting any other provision of this Agreement, Mortgagee shall not be bound by any covenants to undertake or complete any improvements to the Easement Premises or the Property, including any such covenants contained in the Assigned Lease. However, this Section 3(c) shall not apply if Mortgagee shall become the New Owner. The preceding sentence shall not apply with respect to the any partner, officer, director, shareholder, member, manager, or employee of Mortgagee ("Mortgagee's Agents") and this Section 3(c) shall be in full force and effect with respect to the Mortgagee's Agents.

(d) Mortgagee shall be released from all duties and obligations under the Communication Easement from and after the date that it conveys its interest in the Property to any third party.

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4. LD's Tower, Building and Equipment. Mortgagee hereby acknowledges and agrees that the liens of the Mortgage do not apply to the tower(s), building(s) and equipment located on, in or under the Easement Premises and that removal of said tower(s), building(s) and equipment is governed by the terms of the Communication Easement and/or the Assigned Lease.

5. As to Owner and Mortgagee. As between Owner and Mortgagee, Owner and Mortgagee covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Mortgage.

6. Modification of Indebtedness. From time to time, Mortgagee may, without notice to or consent of LD and without impairing or affecting this Agreement, do any of the following as to any of the Indebtedness: (a) amend, modify, extend, or renew any or all of the Indebtedness; (b) change the rate of interest being charged on any or all of the Indebtedness; (c) release Owner, any guarantor, any surety or any other third party from liability on any or all of the Indebtedness; (d) compromise or settle the terms of any or all of the Indebtedness; (e) forbear or agree to forbear from taking any action against Owner, any guarantor, any surety or any other party in regard to any or all of the Indebtedness; or (f) substitute, release, exchange, or take any other action in regard to any collateral, including the Property, for any or all of the Indebtedness.

7. Notice. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein, by one of the following means: (a) by hand, (b) by a nationally recognized overnight courier service, or (c) by certified mail, postage prepaid, with return receipt requested. Notice shall be deemed given: (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, or (c) on the third Delivery Day after the notice is deposited in the mail. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successor and assigns. LD and Owner agree that Mortgagee may at any time sell or transfer one or more participation interests in all or any part of the Indebtedness to one or more purchasers, whether or not related to Mortgagee.

9. Recording. The parties hereto agree that this Agreement may be recorded in the public records of the county in which the Property is located.

10. Counterparts. This Agreement may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement,

11. JURY WAIVER: OWNER, LD AND MORTGAGEE HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) AMONG ANY OF OWNER, LD AND/OR MORTGAGEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

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MORTGAGEE: Evergreen Bank Group

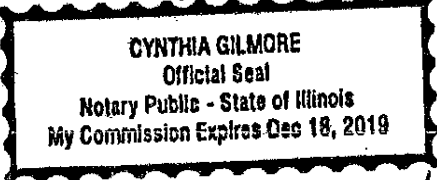
By: [Signature] V.P.
Title: _____

ACKNOWLEDGEMENT OF MORTGAGEE

State of Illinois)
County of Cook) ss.

Before me, a Notary Public in and for the above County and State, personally appeared Michael P. George the Vice President of Evergreen Bank Group, who as such _____ acknowledged the execution of the foregoing instrument for and on behalf of said Evergreen Bank Group.

WITNESS my hand and Notarial seal the 30th day of August, 2017.



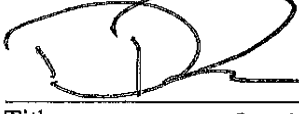
Signature: [Signature]
Printed: Cynthia Gilmore
Notary Public

My Commission Expires: 12/18/19

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

LD: LD Acquisition Company 10 LLC

By: 
Title: Daniel R. Parsons
Authorized Signatory


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT OF LD

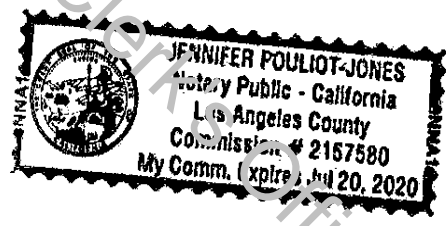
State of California)
County of Los Angeles) ss.

Before me, a Notary Public in and for the above County and State, personally appeared Daniel R. Parsons the Authorized Signatory of Landmark: LD Acquisition Company, LLC who as such _____ acknowledged the execution of the foregoing instrument for and on behalf of said LD Acquisition Company 10 LLC.

WITNESS my hand and Notarial seal the 28th day of August, 2017.

Signature: 
Printed: Jennifer Pouliot-Jones
Notary Public

My Commission Expires: July 20, 2020



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IN WITNESS WHEREOF, the parties hereto have executed and delivered this document as of the day and year first above written.

OWNER: Beverly Professional Building, LLC

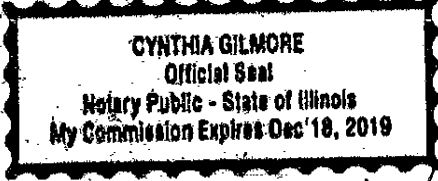
By: *Joe Esselman*
Title: _____

ACKNOWLEDGEMENT OF OWNER

State of IL)
County of Cook) ss.

Before me, a Notary Public in and for the above County and State, personally appeared Joe Esselman the Manager of Beverly Professional, who as such _____ acknowledged the execution of the foregoing instrument for and on behalf of said Beverly Professional Building, LLC.

WITNESS my hand and Notarial seal the 30th day of August, 2017.



Signature: *Cynthia Gilmore*
Printed: Cynthia Gilmore
Notary Public

My Commission Expires: 12/18/19

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EXHIBIT "A"

LOTS 12, 13, 14 AND 15 IN BLOCK 2 IN O. REUTER AND COMPANY'S MORGAN PARK MANOR, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RAILROAD RIGHT-OF-WAY AND THE STREET HERETOFORE DEDICATED), IN COOK COUNTY, ILLINOIS.

Property address: 10540 South Western Avenue, Chicago, IL 60643

Tax Number: 24-13-224-044-0000


Property of Cook County Clerk's Office

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EXHIBIT B - PREMISES

See diagram on following page.

Property of Cook County Clerk's Office



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EXHIBIT C — ASSIGNED LEASE

That certain Rooftop Lease with Option Agreement, dated May 9, 2008, by and between Beverly Professional Building, LLC, an Illinois limited liability company (“Grantor”), with principal offices at 10540 South Western Avenue, Chicago, Illinois 60643, (“Lessor”) and T-MOBILE USA, Inc., a Delaware limited liability company (“Lessee”), whose address is 12920 SE 38th Street, Bellevue, Washington 98006 for the property located at 10540 South Western Avenue, Chicago, Illinois 60643.

Property of Cook County Clerk's Office